

<b>LISTING OF MANDATORY FLOW DOWN CLAUSES TO SUBCONTRACTS</b>			
<b>CONTRACT REF.</b>	<b>CLAUSE</b>	<b>TITLE</b>	<b>USAGE</b>
Section I	3.7-2	Privacy Act	Include in all subcontracts
Section I	3.2.5-6	Restrictions on Subcontractor Sales to the FAA	Include in all subcontracts
Section I	3.2.5-5	Anti-Kickback Procedures	Include in all subcontracts
Section I	3.2.2.3-8	Audit and Records	Include in all subcontracts > \$10,000
Section I	3.2.2.3-27	Subcontractor Cost or Pricing Data	Include in all subcontracts expected to exceed \$100,000
Section I	3.2.2.3-30	Termination of Defined Benefit Pension Plans	Include in all subcontracts
Section I	3.2.2.3-36	Reversing or Adjusting Plans for Postretirement Benefits Other Than Pensions (PRB)	Include in all subcontracts
Section I	3.6.1-3	Utilization of Small, Small Disadvantaged, Women-Owned, and Service-Disabled Veteran Owned Small Business Concerns	Include in all large business subcontracts that offer further subcontracting opportunities
Section I	3.6.1-4	Utilization of Small, Small Disadvantaged, Women-Owned, and Service-Disabled Veteran Owned Small Business Concerns	Include in all large business subcontracts > \$500,000
Section I	3.6.2-9	Equal Opportunity	Include in all subcontracts and purchase orders
Section I	3.2.6-12	Affirmative Action for Special Disabled and Vietnam Era Veterans	Include in all subcontracts and purchase orders > \$10,000
Section I	3.6.2-13	Affirmative Action for Workers With Disabilities	Include in all subcontracts and purchase orders > \$2,500

<b>LISTING OF MANDATORY FLOW DOWN CLAUSES TO SUBCONTRACTS</b>			
<b>CONTRACT REF.</b>	<b>CLAUSE</b>	<b>TITLE</b>	<b>USAGE</b>
Section I	3.6.2-14	Employment Reports on Special Disabled Veterans and Veterans of the Vietnam Era	Include in all subcontracts and purchase orders > \$10,000
Section I	3.5-1	Authorization and Consent	Include in all subcontracts > \$25,000
Section I	3.5-2	Notice and Assistance Regarding Patent and Copyright Infringement	Include in all subcontracts > \$10,000
Section I	3.2.3-5	Administration of Cost Accounting Standards	Include in all subcontracts subject to CAS Clause or Consistency of Cost Accounting Practices Clause
Section I	3.10.2-2	Subcontracts (Cost-Reimbursement and Ceiling Priced Contracts)	See 52.244-2(I)(1) & (2) and 52.244-2(j) for flow-down requirements
Section I	3.2.5-7	Disclosure Regarding Payments to Influence Certain Federal Transactions	Include in all subcontracts
Section I	3.6.3-2	Clean Air and Water	Include in all subcontracts
Section K	3.6.3-1	Clean Air and Clean Water Certification	Include in all subcontracts
Section K	3.8.2-18	Certification Of Data	Include in all subcontracts

#### **H.7 CONFIDENTIALITY OF DATA AND INFORMATION**

- (a) The Contractor and any of its subcontractors, in performance of this contract, may need access to and use of various types of data and information in the possession of the Government, which the Government obtained under conditions which restrict its right to use and disclose data and information or which may be of a nature that its dissemination or use, other than in the performance of this contract, would be adverse to the interests of the Government or other parties. Therefore, the Contractor and its subcontractors agree to abide

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by any restrictive use conditions on such data and to not: (1) knowingly disclose such data and information to others without written authorization from the Contracting Officer, unless the Government has made such data and information available to the public; and (2) use for any purpose other than the performance of this contract any data which bears a restrictive marking or legend.

- (b) In the event the work required to be performed under this contract requires access to proprietary data of any third party (a "Third Party Right Holder"), the Contractor must obtain agreement from such Third Party Right Holder(s) for such use unless such data are provided or made available to the Contractor by the Government. Two copies of such agreements with the Third Party Right Holder(s) must be furnished promptly to the Contracting Officer for information only. These agreements must prescribe the scope of authorized use of disclosure and other terms and conditions to be agreed upon between the parties thereto. It is agreed by the Contractor that any such data, whether obtained by the Contractor pursuant to the aforesaid agreement or from the Government, must be protected from unauthorized use or disclosure to any individual, corporation, or organization so long as it remains proprietary.
- (c) The Contractor agrees to conduct formal training to make employees aware of the requirement to maintain confidentiality of data and information, as required above, to the end that they will be disciplined if the necessity to refrain from divulging either the proprietary data of Third Party Right Holder(s) or data that are obtained from the Government to anyone except as authorized. The Contractor must obtain from each employee engaged in any effort connected with this contract an agreement, in writing, which must in substance provide that such employee will not, during his/her employment by the Contractor or anytime thereafter, disclose to others or use for his/her own benefit or the future benefit of any individual any trade secrets, confidential information, or proprietary/restricted data (to include Government "For Official Use Only") received in connection with the work under this contract.
- (d) The Contractor agrees to hold the Government harmless and indemnify the Government as to any cost/loss resulting from the unauthorized use or disclosure of third party data or software by the Contractor, its employees, subcontractors, or agents.
- (e) The Contractor agrees to include the substance of this Clause in all subcontracts awarded under this contract. The Contracting Officer will consider case-by-case exceptions to this requirement for individual subcontracts in the event that: (1) the Contractor considers the application of the prohibition of this Clause to be inappropriate and unnecessary in the case of a particular subcontract; (2) the Contractor provides a written statement affirming absolute unwillingness of a subcontractor to perform, absent some relief from the substance of this prohibition; (3) use of an alternate subcontract source would unreasonably detract from the quality of effort; and (4) the Contractor provides the Contracting Officer timely written advance notice of these and any other extenuating circumstances.

- (f) Except as the Contracting Officer specifically authorizes in writing, upon completion of all work under this contract, the Contractor must return all such third party data and information obtained from the Government, including all copies, modifications, adaptations, or combinations thereof, to the Contracting Officer. Data obtained from another company must be disposed of in accordance with the Contractor's agreement with that company, or if the agreement makes no provision for disposition, must be returned to that company. The Contractor must further certify in writing to the Contracting Officer that all copies, modifications, adaptations, or combinations of such data or information which cannot reasonably be returned to the Contracting Officer (or to the appropriate company), have been deleted from the Contractor's (and any subcontractor's) records and destroyed.
- (g) These restrictions do not limit the Contractor's (or subcontractor's) right to use and disclose any data and information obtained from another source without restriction.

#### **H.8 RELEASE AND DISSEMINATION OF INFORMATION**

- (a) There must be no dissemination or publication, except in and between the Contractor and any subcontractors, of information (including photographs, films, public announcements, or denial or confirmation of same) contained in reports to be furnished pursuant to this contract without prior written approval of the Contracting Officer.
- (b) Work performed under this contract may involve access to information, including specifications, cost estimates and other sensitive data. Consequently, the Contractor (including individual employees thereof) shall not release any sensitive information that it gains access to in performance of this contract, without the prior written consent of the Contracting Officer.
- (c) The Contractor shall not refer to the services furnished pursuant to the provisions of this contract in any publication, advertisement, or news release, without the prior written consent of the Contracting Officer.

#### **H.9 ATTORNEY/CLIENT PRIVILEGE**

- (a) During performance of this contract the Contractor may be required to attend meetings at which FAA employees seek and receive legal advice from FAA Attorneys. The FAA intends, and the Contractor agrees, that such advice is to be treated as confidential legal advice, that the Contractor will not discuss such legal advice with non-FAA personnel, that such advice will not be included in notes, written reports, or minutes of such meetings, and that for purposes of asserting the Attorney-Client privilege with regard to such information, the Contractor shall be considered an agent of the FAA.

- (b) In the event of litigation involving third parties to which the Contractor is not a named party, the Contractor shall support the FAA by promptly providing to the FAA any documents requested as part of discovery which the Contractor may have in its possession, and by making Contractor employees available for depositions or testimony at hearings. This provision does not preclude the Contractor or Contractor employees from being represented by counsel retained by the Contractor or the Contractor employee, provided such representation is at no direct cost to the FAA.

#### **H.10 NOTICE TO THE GOVERNMENT OF DELAYS**

In the event the Contractor encounters difficulty in meeting performance requirements, or when difficulty is anticipated in complying with the contract delivery schedule or date, or whenever the Contractor has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this contract, the Contractor shall immediately notify the Contracting Officer and the COTR, in writing, giving pertinent details, provided that this data shall be informational only in character and that this Clause shall not be construed as a waiver by the Government of any delivery schedule or date or of any rights or remedies provided by law or under this contract.

#### **H.11 GOVERNMENT FURNISHED EQUIPMENT/DATA/MATERIALS**

- (a) The Contractor shall have access to Government data relevant to performance under this contract but shall not use or distribute materials or any other product arising from performance of this contract other than as stated in the Statement of Work. All equipment, program codes and materials furnished (including Contractor acquired property paid for by the Government) and approved equipment, software and materials purchased by the Contractor which are reimbursable under this contract, are Government property, whether expressly under signed custody of the Contractor or not, and shall be returned to the Government. Any software purchased in performance of this contract must be licensed to the FAA. Any information, not previously published, received from the Government in connection with this contract, or furnished to the Contractor from other sources in response to the Government's requirements under this contract, will be restricted to this project, and may not be disclosed or used for any other purpose, without the prior written approval of the Contracting Officer. These restrictions do not apply to information which:
- (1) Currently or subsequently enters the public domain;
  - (2) Has been released to any third party, without restrictions; or
  - (3) Is obtained by the Contractor independent of the Government.

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- (b) Facilities, Items, and Services – The Government will not furnish facilities, items, or services except as provided herein.

#### **H.12 SAVE HARMLESS AND INDEMNITY AGREEMENT**

Only to the extent of its direct responsibility, the Contractor must save and keep harmless and indemnify the Government against any and all liability, claims, and costs of whatever kind and nature, for injury to or death of a person or persons and for loss or damage to any property (Government or otherwise) occurring in connection with or arising out of the occupancy, use, service, operations, or performance of work in connection with contract, resulting from the negligent acts, fault or omissions of the Contractor, or any subcontractor, or any employee, agent, or representative of the Contractor or any subcontractor.

#### **H.13 SECTION 508 OF THE REHABILITATION ACT AMENDMENT OF 1998**

The Contractor must comply with the applicable portions of Section 508 of the Rehabilitation Act Amendments of 1998 as implemented by 36 CFR, Part 1194, to ensure that Federal employees with disabilities have access to and use of information and data that is comparable to the access and use by Federal employees who are not individuals with disabilities. Section 508 does not require the installation of specific accessibility-related software or the attachment of an assistive technology device at a workstation of a Federal employee who is not an individual with a disability. The Architectural and Transportation Barriers Compliance Board (Access Board) accessibility standards for electronic and information technology covered by Section 508 can be found at <http://www.access-board.gov/sec508/standards.htm>.

#### **H.14 EXERCISE OF OPTIONS**

Any option, if exercised, will be by the Contracting Officer's issuance of a unilateral signed modification to this contract. The Contracting Officer may, within the timeframes set forth below, require the Contractor to furnish the services set forth in Section B for CLINs 2000 and 3000:

<b><u>CLIN(s)</u></b>	<b><u>Option Exercise Date/Timeframe</u></b>
2000	Within 5 years after Contract Award
3000	Within 3 years after exercise of Option CLIN
	2000

#### **H.15 CONTRACT/TASK ORDER MEANING OF THE TERM ‘DAYS’**

Except in instances where it is specifically defined or stated to the contrary, all references to “days” shall be taken to mean calendar days.

#### **H.16 ORGANIZATIONAL CONFLICT OF INTEREST**

- (a) “Organizational Conflict of Interest” or “OCI” means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advise to the Government, or the person’s objectivity in performing the contract work is or might be otherwise impaired , or a person has an unfair competitive advantage. “Person” as used herein includes corporations, partnerships, joint ventures, and other business enterprises.
- (b) “Contractor” as used in this Clause includes any affiliate, subcontractor, consultant or employee of the Contractor, as well as any joint venture involving the Contractor, any entity into or with which it may subsequently merge or affiliate, or any other successor or assignee of the Contractor. All references to the “Contractor” as contained in this Clause shall apply with equal force to all of these included.
- (c) “Contract” and “Task Order” shall be used as applicable to the level at which this Clause is being invoked.
- (d) This special Clause may be invoked in different variations at the Task Order level. Notwithstanding other language in this contract that gives this contract precedence when it conflicts with Task Orders, the Task Order language concerning OCIs if any, shall take precedence.
- (e) The following FAA AMS Clauses have been included in this contract because the Contracting Officer has determined that an OCI could occur:
  - 3.1.7-1 Exclusion from Future Agency Contracts (August 1997);
  - 3.1.7-2 Organizational Conflicts of Interest (August 1997);
  - 3.1.7-4 Organizational Conflict of Interest (February 2009);
  - 3.1.7-5 Disclosure of Conflicts of Interest (February 2009); and
  - 3.1.7-6 Disclosure of Certain Employee Relationships (July 2009).
- (f) This contract incorporates an OCI Mitigation Plan that is deemed acceptable to the Contracting Officer (see Volume VI - Organizational Conflict of Interest).

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- (g) It is recognized that the efforts to be performed by the Contractor under this contract may create a potential OCI on the instant contract or on a present or future acquisition. In order to avoid this potential OCI, and at the same time to avoid prejudicing the best interest of the Government, the right of the Contractor to participate in future procurement of equipment and/or services that are the subject of work under this contract may be limited. See FAA AMS T3.1.7. The Contracting Officer's decision as to the existence of an actual or potential OCI shall be final and conclusive, and is not subject to the 'Contract Disputes' Clause.
  - (h) Pursuant to AMS T3.1.7, the Contracting Officer has determined that there may be a significant potential OCI for any companies that are or expect to be NAS system providers to perform work under this contract (as either a prime or subcontractor). If the Contractor (or subcontractor) wishes to enter into a business relationship with any companies that are or are expected to be NAS system providers, or any of their subcontractors under their respective FAA prime contracts, to perform work under this contract, the Contractor (or subcontractor) must submit information to the Contracting Officer, describing the means by which it proposes that the potential OCI may be avoided, neutralized, or mitigated. After reviewing the information, the Contracting Officer will issue a final determination relating to the potential OCI.
  - (i) The Contractor shall promptly notify the Contracting Officer, in writing, if it has been tasked to evaluate or advise the Government concerning its own products or activities or those of a competitor in order to ensure proper safeguards exists to guarantee objectivity and to protect the Government's interest.
  - (j) The Contractor shall include this requirement in subcontracts of any tier which involve access to information or situations/conditions covered by the preceding paragraphs, substituting "subcontractor" for "Contractor" where appropriate.
  - (k) The rights and remedies described herein shall not be exclusive and are in addition to other rights and remedies provided by law, including those set forth at AMS T3.1.7, or elsewhere included in this contract.
  - (l) Compliance with this requirement is a material requirement of this contract.

#### **H.17 POSITION QUALIFICATIONS**

- (a) Direct Labor personnel (for both the Contractor and its subcontractors) assigned to the performance of Task Orders shall satisfy the minimum qualifications established in Attachment J005, Labor Category and Skill Level Descriptions, except as the Contracting Officer may authorize. Additionally, these Position Qualifications are provided to the

Contractor as guidance in understanding the level of support required for individual Task Orders. Notwithstanding the foregoing, the Contractor must perform efforts in accordance with the issued Task Orders and must manage the efforts accordingly. All Contractor Task Order Staffing Plans shall clearly cross reference proposed labor to the labor categories established in Attachment J005.

- (b) At any time during contract performance, additional Labor Category and Skill Level Descriptions may be added to Attachment J005, in writing, to accommodate Task Orders issued in accordance with the Section C Functional Task Areas. An addition to the Labor Category and Skill Level Descriptions that does not constitute a change in scope shall not constitute a change to the Section B Estimated Cost and/or Fixed Fee.

#### **H.18 TASK ORDER DESIGNATION WITHIN THE CONTRACT**

For clarification purposes, the parties shall consider the terms "Task Order", "Task Assignment", "TO", and "TA" to be interchangeable within this contract, including all attachments.

#### **H.19 ADMINISTRATIVE LABOR AS AN INDIRECT COST ONLY**

The following special provisions shall apply if Administrative Labor was not included in the cost proposal as a direct cost:

The Contractor agrees that Administrative Support Labor shall not be an allowable direct cost under this contract. Administrative Support labor is defined as labor for such functions as contract administration, subcontract management, human resources, and contract/invoice accounting.

#### **H.20 FACILITIES COSTS AS INDIRECT COSTS ONLY**

The following special provisions shall apply if Building Lease costs were not included in the cost proposal as a direct cost:

The Contractor agrees that facilities costs shall not be an allowable direct cost under this contract. Facilities costs are those costs associated with the Building Lease or rental.

## **H.21 KEY PERSONNEL AND FACILITIES**

Key Personnel and/or facilities may be designated on a Task Order basis in accordance with AMS Clause 3.8.2-17, Key Personnel and Facilities (July 1996). All personnel and facilities considered to be key must be specifically designated as such in the executed Task Order.

## **H.22 3.8.2-22 SUBSTITUTION OR ADDITION OF PERSONNEL (OCTOBER 2006)**

- (1) The Contractor must assign only those individuals whose resumes, personnel data, or personnel qualification statements have been submitted and determined by the Contracting Officer to meet the minimum requirements of the contract. The Contractor must not substitute or add personnel except in accordance with this Clause.
- (2) Substitution of Personnel.
  - (a) For the first 180 days of contract performance, the Contractor must not substitute personnel for the individuals whose resumes or other personal qualification were submitted with its offer and that were determined by the Contracting Officer to be acceptable at the time of contract award, unless such substitutions are because of an individual's sudden illness, death, or termination of employment. In any of these events, the Contractor must promptly notify the Contracting Officer and propose substitute personnel as required by paragraph (4) below.
  - (b) If an individual becomes, for whatever reason, unavailable for work under the contract for a continuous period exceeding thirty (30) working days, or is expected to devote substantially less effort to the planned work, the Contractor must propose a substitute personnel as required by paragraph (4) below.
- (3) Addition of Personnel. If an FAA requirement will increase the specified level of effort for a designated labor category, but not the overall level of effort of the contract, then the Contractor must notify the Contracting Officer to add personnel to the designated labor category. The Contractor must request added personnel as required by paragraph (4) below.
- (4) Request and Review. The Contractor must submit the request for substitute or added personnel in writing to the Contracting Officer at least 15 days before the proposed date of substitution or addition. The Contractor's request must provide a detailed explanation of the circumstances causing the proposed substitution or addition, a complete resume for the proposed substitute or added personnel, and any additional information required by the Contracting Officer. Proposed substitutes and added personnel must have qualifications equal to or higher than those stated in the contract for the labor category. The Contracting

Officer will evaluate the Contractor's request and promptly notify the Contractor of the decision to accept or reject the qualifications of the substitute or added personnel.

- (5) The Contracting Officer may terminate the contract if the Contractor has not made suitable, timely, and reasonably forthcoming replacement of personnel who have been reassigned or terminated or otherwise become unavailable to work under the contract or the resulting loss of productive effort would impair the successful completion of the contract. Alternatively, if the Contracting Officer finds the Contractor to be at fault for the condition, then the Contracting Officer may equitably adjust (downward) the contract price or fixed fee to compensate the FAA for any delay, loss or damage as a result of the Contractor's action.

#### **H.23 FAA ISSUANCE OF TASK ORDERS EVALUATED AS PART OF THE AWARD DECISION**

The FAA evaluated the Contractor's responses to the following Task Orders:

- NAS Enterprise Architecture Task Order;
- Investment Analysis Task Order; and
- Program Management.

#### **H.24 TOTAL HOURS ACROSS SIR (2)**

During performance of this contract, the government may order goods and services that will in sum exceed the total number of Direct Labor Hours listed in Section B of this contract; provided, however, that in no event may the total dollar value of goods and services ordered exceed the approved baseline for this SE-2020 program SIR2 (the "Approved Baseline"). The Approved Baseline covers the sum total of the hours to be acquired under contracts issued pursuant to the following SIRs:

- DTFAWA-09-R-SE2020-SIR2FO
- DTFAWA-09-R-SE2020-SIR2SA

This H clause is incorporated into each of the above contracts. The total of the hours ordered under all the above contracts combined will not exceed the Approved Baseline.

In addition, any goods and services ordered which cause the total contract value to exceed or remain in excess of 110% of the total number of hours listed in Section B of this contract shall be considered, for the purposes of this contract, a change within the scope of the Changes clause

(3.10.1-13 Changes - Cost-Reimbursement (April 1996)), which is incorporated by reference herein.

## PART II - SECTION I CONTRACT CLAUSES

### I.1 3.1-1 CLAUSES INCORPORATED BY REFERENCE (DECEMBER 2005)

- (a) This contract incorporates by reference the Clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer (CO) will make the full text available, or the Contractor may obtain the full text via Internet at: <http://conwrite.faa.gov> (on this web page, select "Search and View Clauses").
- (b) The following contract Clauses pertinent to this section are hereby incorporated by reference:

CLAUSE	TITLE
3.1.7-1	Exclusion from Future Agency Contracts (August 1997)
3.1.7-2	Organizational Conflicts of Interest (August 1997)
3.1.7-4	Organizational Conflict of Interest (February 2009)
3.1.7-5	Disclosure Of Conflicts of Interest (February 2009)
3.1.8-1	Cancellation, Rescission, and Recovery of Funds For Illegal or Improper Activity (October 2009)
3.1.8-2	Price or Fee Adjustment for Illegal or Improper Activity (April 2010)
3.2.2.3-8	Audit and Records (February 2009)
3.2.2.3-25	Reducing the Price of a Contract or Modification for Defective Cost or Pricing Data (July 2004)
3.2.2.3-27	Subcontractor Cost or Pricing Data (July 2004)
3.2.2.3-30	Termination of Defined Benefit Pension Plans (July 2004)
3.2.2.3-33	Order of Precedence (February 2009)
3.2.2.3-36	Reversing or Adjusting of Plans for Post Retirement Benefits Other Than Pensions (PRB) (July 2004)
3.2.2.3-37	Notification of Ownership Changes (July 2004)
3.2.2.7-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment (February 2009)
3.2.2.7-8	Disclosure of Team Arrangements (April 2008)
3.2.2.8-1	Material Requirement (April 2009)
3.2.3-2	Cost Accounting Standards (April 2009)
3.2.3-3	Disclosure and Consistency of Cost Accounting Practices (April 2009)
3.2.3-5	Administration of Cost Accounting Standards (April 1996)
3.2.4-5	Allowable Cost and Payment (April 2001)
3.2.4-6	Fixed Fee (April 2003)
3.2.4-27	Limitation of Price and Contractor Obligations (April 1996)
3.2.4-28	Cancellation of Items (April 1996)

CLAUSE	TITLE
3.2.4-34	Option to Extend Services (April 1996)
3.2.5-1	Officials Not to Benefit (April 1996)
3.2.5-3	Gratuities or Gifts (January 1999)
3.2.5-4	Contingent Fees (October 1996)
3.2.5-5	Anti-Kickback Procedures (October 1996)
3.2.5-6	Restrictions on Subcontractor Sales to the FAA (April 1996)
3.2.5-7	Disclosure Regarding Payments to Influence Certain Federal Transactions (June 1999)
3.2.5-8	Whistleblower Protection for Contractor Employees (April 1996)
3.2.5-13	Contractor Code of Business Ethics and Conduct (April 2010)
3.2.5-14	Display of Hotline Poster(s) (April 2008)
3.3.1-10	Availability of Funds (April 1996)
3.3.1-12	Limitation of Cost (April 1996)
3.3.1-14	Limitation of Funds (April 1996)
3.3.1-15	Assignment of Claims (April 1996)
3.3.1-17	Prompt Payment (September 2009)
3.3.2-1	FAA Cost Principles (October 1996)
3.4.1-11	Insurance—Liability to Third Persons (October 1996)
3.4.1-12	Insurance (July 1996)
3.4.1-13	Errors and Omissions (July 1996)
3.5-1	Authorization and Consent (January 2009)
3.5-2	Notice and Assistance Regarding Patent and Copyright Infringement (January 2009)
3.5-13	Rights In Data—General (January 2009)
3.5-15	Additional Data Requirements (January 2009)
3.5-16	Rights In Data—Special Works (January 2009)
3.5-18	Commercial Computer Software—Restricted Rights (January 2009)
3.6.1-3	Utilization of Small, Small Disadvantaged, Women-Owned, and Service-Disabled Veteran Owned Small Business Concerns (February 2009)
3.6.1-4	Small, Small Disadvantaged, Women-Owned and Service-Disabled Veteran Owned Small Business Subcontracting Plan (January 2010)
3.6.1-6	Liquidated Damages—Subcontracting Plan (January 2010)
3.6.1-9	Mentor Protégé Program (October 2006)
3.6.1-11	Mentor Requirements and Evaluation (October 2006)
3.6.1-15	Post-Award Small Business Program Rerepresentation (January 2010)
3.6.2-9	Equal Opportunity (August 1998)

CLAUSE	TITLE
3.6.2-10	Equal Opportunity Preaward Clearance of Subcontracts (November 1997)
3.6.2-12	Affirmative Action for Special Disabled and Vietnam Era Veterans (April 2007)
3.6.2-13	Affirmative Action for Workers with Disabilities (April 2000)
3.6.2-14	Employment Reports on Special Disabled Veterans and Veterans of Vietnam Era (April 2007)
3.6.2-16	Notice to the Government of Labor Disputes (April 1996)
3.6.2-35	Prevention of Sexual Harassment (August 1998)
3.6.2-39	Trafficking in Persons (January 2008)
3.6.2-41	Employment Eligibility Verification (September 2009)
3.6.3-2	Clean Air and Clean Water (April 1996)
3.6.3-11	Toxic Chemical Release Reporting (April 2008)
3.6.3-16	Drug Free Workplace (February 2009)
3.6.4-10	Restrictions on Certain Foreign Purchases (January 2010)
3.8.2-10	Protection of Government Buildings, Equipment, and Vegetation (April 1996)
3.8.2-11	Continuity of Services – Expiring Contracts (October 2008)
3.9.1-1	Contract Disputes (September 2009)
3.9.1-2	Protest After Award (August 1997)
3.10.1-1	Notice of Intent to Disallow Costs (April 1996)
3.10.1-3	Penalties for Unallowable Costs (October 1996)
3.10.1-7	Bankruptcy (April 1996)
3.10.1-9	Stop-Work Order (October 1996)
3.10.1-9	Alternate I - Stop-Work Order (October 1996)
3.10.1-13	Changes–Cost-Reimbursement (April 1996)
3.10.1-13	Alternate II Changes - Cost-Reimbursement (April 1996)
3.10.1-25	Novation and Change-Of-Name Agreements (October 2007)
3.10.2-5	Competition in Subcontracting (January 1998)
3.10.2-6	Subcontracts for Commercial Items and Commercial Components (April 1996)
3.10.3-1	Definitions (April 2004)
3.10.3-2	Government Property – Basic Clause (April 2004)
3.10.6-3	Termination (Cost-Reimbursement) (October 1996)
3.10.6-7	Excusable Delays (October 1996)
3.13-3	Printing/Copying Double-Sided on Recycled Paper (July 2008)
3.13-5	Seat Belt Use by Contractor Employees (January 1999)
3.13-10	Contractor Attendance at FAA Sponsored Training (January 2003)

CLAUSE	TITLE
3.13-11	Plain Language (July 2006)
3.13-13	Reducing Text Messaging While Driving (April 2010)
3.14-3	Foreign Nationals as Contractor Employees (April 2008)

## I.2 FAA AMS CLAUSES PROVIDED IN FULL TEXT

### I.2.1 3.1.7-6 Disclosure of Certain Employee Relationships (July 2009)

- (a) The policy of the FAA is to avoid doing business with contractors, subcontractors, and consultants who have a conflict of interest or an appearance of a conflict of interest. The purpose of this policy is to maintain the highest level of integrity within its workforce and to ensure that the award of procurement contracts is based upon fairness and merit.
- (b) The Contractor must provide to the Contracting Officer the following information with its proposal and must provide an information update within 30 days of the award of a contract, any subcontract, or any consultant agreement, or within 30 days of the retention of a Subject Individual or former FAA employee subject to this Clause:
  - (1) The names of all Subject Individuals who:
    - (i) participated in preparation of proposals for award; or
    - (ii) are planned to be used during performance; or
    - (iii) are used during performance; and
  - (2) The names of all former FAA employees, retained by the Contractor who were employed by FAA during the two year period immediately prior to the date of:
    - (i) the award; or
    - (ii) their retention by the Contractor; and
  - (3) The date on which the initial expression of interest in a future financial arrangement was discussed with the Contractor by any former FAA employee whose name is required to be provided by the Contractor pursuant to subparagraph (2); and
  - (4) The location where any Subject Individual or former FAA employee whose name is required to be provided by the Contractor pursuant to subparagraphs (1) and (2), are expected to be assigned.
- (c) "Subject Individual" means a current FAA employee's father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson,

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stepdaughter, stepbrother, stepsister, half brother, half sister, spouse of an in-law, or a member of his/her household.

- (d) The Contractor must incorporate this Clause into all subcontracts or consultant agreements awarded under this contract and must further require that each such subcontractor or consultant incorporate this Clause into all subcontracts or consultant agreements at any tier awarded under this contract unless the Contracting Officer determines otherwise.
- (e) The information as it is submitted must be certified as being true and correct. If there is no such information, the certification must so state.
- (f) Remedies for nondisclosure: The following are possible remedies available to the FAA should the Contractor misrepresent or refuse to disclose or misrepresent any information required by this Clause:
  - (1) Termination of the contract.
  - (2) Exclusion from subsequent FAA contracts.
  - (3) Other remedial action as may be permitted or provided by law or regulation or policy or by the terms of the contract.
- (g) Annual Certification. The Contractor must provide annually, based on the anniversary date of contract award, the following certification in writing to the Contracting Officer:

#### ANNUAL CERTIFICATION OF DISCLOSURE OF CERTAIN EMPLOYEE RELATIONSHIPS

The Contractor represents and certifies that to the best of its knowledge and belief that during the prior 12 month period:

- [ ] A former FAA employee(s) or Subject Individual(s) has been retained to work under the contract or subcontract or consultant agreement and complete disclosure has been made in accordance with subparagraph (b) of AMS Clause 3.1.7-6.
- [ ] No former FAA employee(s) or Subject Individual(s) has been retained to work under the contract or subcontract or consultant agreement, and disclosure required by AMS Clause 3.1.7-6 is not applicable.

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Authorized Representative

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Company Name

Date \_\_\_\_\_

(End of certificate)

**I.2.2    3.2.2.3-39 Requirement for Cost or Pricing Data or Other Information – Modifications (July 2004)**

- (a) When there are price adjustments in the contract, the Contractor (you, your) must submit the following:
- (1) A certificate of current cost or pricing data (CCCPD) described in paragraph (e), or
  - (2) For information other than current cost or pricing data (CPD), a request for an exception to CCCPD. You must request this exception from the CO in writing with the following types of information or data that would establish the reasonableness of the prices you offer:
    - (i) Information on an exception you received on earlier or repetitive acquisitions;
    - (ii) Catalog price information including:
      - (A) A dated catalog with the prices;
      - (B) The applicable catalog pages; or
      - (C) A statement that the catalog is on file in the contracts office that will issue this contract modification;
    - (iii) Information on the current discount policies and price lists (published or unpublished), for example wholesale, original equipment manufacturer, and reseller;
    - (iv) Evidence of substantial sales to the general public for catalog items that exceed [Contracting Officer (CO) to insert extended value - not unit price]. Your evidence may consist of verifiable records such as a sales order, contract, shipment, invoice, actual recorded sales; or sales by your affiliates, other manufacturers or vendors when your price proposal is based on sales of essentially the same commercial item. You must also explain the relationship of the offered price to the (1) established catalog price, or (2) the price of recent and substantial sales of similar quantities of the items that were sold to the general public at prices that differ from catalog or list prices;
    - (v) The basis for the market price including:
      - (A) The source, date or period of the market quotation;
      - (B) Any other basis for the market price, the base amount, and applicable discounts;

- (C) The nature of the market for the supply or service you are offering (should be the same as or similar to the market price supply or service);  
Or
  - (D) Data supporting substantial sales to the general public.
- (vi) Laws or regulations that establish your offered prices. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of a controlling document that you did not previously submit to the contracting office;
  - (vii) Information on modifications of contracts or subcontracts for commercial items that relate to the offered price, as follows:
    - (A) If you received an exception based on adequate price competition, catalog or market prices of commercial items, or prices set by law or regulation under the original contract or subcontract, and this modification is not covered by these exceptions, you must provide information to establish that the modification would not change the contract or subcontract from one for a commercial item to one for a non-commercial item;
      - (B) For commercial items, you may provide information on selling prices of the same item or similar items in the commercial market; and
    - (viii) Any other information the CO requests to support your request for an exception or to conclude that your price is fair and reasonable.
- (b) You give the CO the right to examine books, records, documents, or other directly pertinent records to verify your request for an exception under this Clause or the reasonableness of price at any time before award.
  - (c) The CO will not require you to provide access to cost or price information or other data that apply to prices offered in the catalog or marketplace.
  - (d) Submitting information to qualify for an exception does not mean that this is the only exception that may apply.
  - (e) You must submit under paragraph (a):

#### CERTIFICATE OF CURRENT COST OR PRICING DATA

I certify that, to the best of my knowledge and belief, the cost or pricing data we submit, either actually or by specific identification in writing, to the Contracting Officer or to the Contracting

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Officer's representative to support [\*] are accurate, complete, and current as of [\*\*]. This certification includes the cost or pricing data supporting any advance agreements and forward pricing rate agreements between the Contractor and the Government that are part of the proposal.

[Contractor insert the following information.]

Firm \_\_\_\_\_

Signature \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Date of execution [\*\*\*] \_\_\_\_\_ ]

- \* Contractor identify the proposal, request for price adjustment, or other submission involved, giving the appropriate identifying number (for example, SIR No.)
- \*\* Contractor insert the day, month, and year when price negotiations were concluded and price agreement was reached or, if applicable, an earlier date agreed upon between the parties that is as close as practicable to the date of a price agreement.
- \*\*\* Contractor insert the day, month, and year of signing, which should be as close as practicable to the date when the price negotiations were concluded and the parties agreed on the contract price.

(End of certificate)

#### **I.2.3 3.2.4-35 Option to Extend the Term of the Contract (April 1996)**

- (a) The Government may extend the term of this contract by written notice to the Contractor within one (1) day of contract expiration; provided that the Government must give the Contractor a preliminary written notice of its intent to extend at least sixty (60) days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract must be considered to include this option Clause.
- (c) The total duration of this contract, including the exercise of any options under this Clause, must not exceed ten (10) years.

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#### I.2.4 3.3.1-33 Central Contractor Registration (January 2008)

##### (a) Definitions as used in this Clause:

"Central Contractor Registration (CCR) database" means the primary Government repository for Contractor information required for the conduct of business with the Government.

"Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts for the same parent concern.

"Registered in the CCR database" means that the Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database.

- (b) (1) By submission of an offer, the Contractor acknowledges the requirement that a prospective awardee must be registered in the CCR database prior to award, during performance, and through final payment under this contract.
- (2) The Contractor shall enter, in the Representations, Certifications and Other Statements of Offerors Section of the solicitation, the DUNS or DUNS +4 number that identifies the Contractor's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the Contractor is registered in the CCR database.
- (c) If the Contractor does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.
  - (1) The Contractor may obtain a DUNS number
    - (i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://fedgov.dnb.com/webform>; or
    - (ii) If located outside the United States, by contacting the local Dun and Bradstreet office.
  - (2) The Contractor should be prepared to provide the following information:

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- (i) Company legal business.
  - (ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.
  - (iii) Company Physical Street Address, City, State, and ZIP Code.
  - (iv) Company Mailing Address, City, State and ZIP Code (if different from physical street address).
  - (v) Company Telephone Number.
  - (vi) Date the company was started.
  - (vii) Number of employees at your location.
  - (viii) Chief executive officer/key manager.
  - (ix) Line of business (industry).
  - (x) Company Headquarters name and address (reporting relationship within your entity).
- (d) If the Contractor does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer may refrain from awarding Task Orders to the Contractor until such time as the Contractor becomes registered in the CCR database.
- (e) Processing time, which normally takes 48 hours, should be taken into consideration when registering.
- (f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.
- (g)(1)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in AMS Procurement Guidance T3.10.1.A-8, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to:
- (A) Change the name in the CCR database;
  - (B) Comply with the requirements of T3.10.1.A-8; and

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- (C) Agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide the Contracting Officer with the notification, sufficient documentation to support the legally changed name.
- (ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this Clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this Clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) Clause of this contract.
- (2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims. Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT Clause of this contract.
- (h) Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov/> or by calling 1-888-227-2423, or 269-961-5757.

**I.2.5 3.3.1-34 Payment by Electronic Funds Transfer/Central Contractor Registration (February 2009)**

- (a) Method of payment.
- (1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT), except as provided in paragraph (a)(2) of this Clause. As used in this Clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.
- (2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either?
- (i) Accept payment by check or some other mutually agreeable method of payment; or
- (ii) Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (d) of this Clause).

- (b) Contractor's EFT information. The Government shall make payment to the Contractor using the EFT information contained in the Central Contractor Registration (CCR) database. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the CCR database.
- (c) Mechanisms for EFT payment. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR Part 210.
- (d) Suspension of payment. If the Contractor's EFT information in the CCR database is incorrect, then the Government need not make payment to the Contractor under this contract until correct EFT information is entered into the CCR database; and any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.
- (e) Liability for uncompleted or erroneous transfers.
  - (1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for?
    - (i) Making a correct payment;
    - (ii) Paying any prompt payment penalty due; and
    - (iii) Recovering any erroneously directed funds.
  - (2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and:
    - (i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or
    - (ii) If the funds remain under the control of the payment office, the Government shall not make payment, and the provisions of paragraph (d) of this Clause shall apply.
- (f) EFT and prompt payment. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for

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settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

- (g) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall register separately in the CCR database and shall be paid by EFT in accordance with the terms of this Clause. Notwithstanding any other requirement of this contract, payment to an ultimate recipient other than the Contractor, or a financial institution properly recognized under an assignment of claims, is not permitted. In all respects, the requirements of this Clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this Clause.
- (h) Liability for change of EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information made by the Contractor's financial agent.
- (i) Payment information. The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this Clause, the Government shall mail the payment information to the remittance address contained in the CCR database.

#### **I.2.6 3.6.2-17 Payment of Overtime Premiums (April 1996)**

- (a) The use of overtime is authorized under this contract if the overtime premium cost does not exceed \$0.00, or the overtime premium is paid for work --
  - (1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;
  - (2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protections, operations of utilities, or accounting;

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- (3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or
  - (4) That will result in lower overall costs to the Government.
- (b) Any request for estimated overtime premiums that exceed the amount specified above must include all estimated overtime for contract completion and must –
- (1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting officer to evaluate the necessity for the overtime;
  - (2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedules;
  - (3) Identify the extent to which approval of overtime would affect the performance or payment in connection with other Government contracts, together with identification of each affected contract; and;
  - (4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

**I.2.7 3.6.2-37 Notification of Employees' Rights Concerning Payment of Union Dues or Fees (October 2009)**

1. During the term of this contract, the Contractor agrees to post a notice in conspicuous places in and about its plants and offices, including all places where notices to employees are customarily posted. The notice must include the following information except that the last two sentences must not be included in notices posted in the plants or offices of carriers subject to the Railway Labor Act, as amended (45 U.S.C. 151-188).

**NOTICE TO EMPLOYEES**

Under federal law, employees cannot be required to join a union or maintain membership in a union in order to retain their jobs. Under certain conditions, the law permits a union and an employer to enter into a union-security agreement requiring employees to pay uniform periodic dues and initiation fees. However, employees who are not union members can object to the use of their payments for certain purposes and can only be required to pay their share of union costs relating to collective bargaining, contract administration, and grievance adjustment. If you do not want to pay that portion of dues or fees used to support activities not related to collective bargaining, contract administration, or grievance adjustment, you are entitled to an appropriate reduction in your payment. If you believe that you have been required to pay dues or fees used in part to support activities not related to collective bargaining, contract administration, or

grievance adjustment, you may be entitled to a refund and to an appropriate reduction in future payments.

For further information concerning your rights, contact the National Labor Relations Board (NLRB) either at one of its Regional offices or at the following address:

National Labor Relations Board  
Division of Information  
1099 14th Street, NW  
Washington, D.C. 20570  
1-866-667-6572  
1-866-315-6572 (TTY)

To locate the nearest NLRB office, see NLRB's website at: [www.nlrb.gov](http://www.nlrb.gov).

2. The Contractor will comply with all provisions of E.O. 13502 of February 6, 2009, and related rules, regulations, and orders of the Secretary of Labor.
3. In the event that the Contractor does not comply with any of the requirements set forth in paragraphs (1) or (2) above, this contract may be cancelled, terminated, or suspended in whole or in part, and the Contractor may be declared ineligible for further government contracts in accordance with procedures authorized in or adopted pursuant to E.O. 13502 of February 6 2009. Such other sanctions or remedies may be imposed as are provided in E.O. 13502 of February 6, 2009, or by rule, regulation, or order of the Secretary of Labor, or as are otherwise provided by law.
4. The Contractor will include the provisions of paragraphs (1) through (4) herein in every subcontract or purchase order entered into in connection with this contract unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to E.O. 13502 of February 6, 2009, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any such subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including the imposition of sanctions for noncompliance. However, if the Contractor becomes involved in litigation with a subcontractor or vendor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

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### I.2.8 3.6.2-41 Employment Eligibility Verification (September 2009)

#### (a) Definitions:

"Employee assigned to the contract" means an employee who was hired after November 6, 1986, who is directly performing work, in the United States, under a contract that is required to include the Employment Eligibility Verification Clause. An employee is not considered to be directly performing work under a contract if the employee--

- (1) Normally performs support work, such as indirect or overhead functions; and
- (2) Does not perform any substantial duties applicable to the contract.

"Subcontract" means any contract entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract. It includes but is not limited to purchase orders, and changes and modifications to purchase orders.

"Subcontractor" means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime Contractor or another subcontractor.

"United States", as defined in 8 U.S.C. 1101(a)(38), means the 50 States, the District of Columbia, Puerto Rico, Guam, and the U.S. Virgin Islands.

#### (b) Enrollment and verification requirements.

- (1) If the Contractor is not enrolled as a Federal Contractor in Department of Homeland Security's Employment Eligibility Verification system ("E-Verify") at time of contract award, the Contractor shall--
  - (i) Enroll. Enroll as a Federal Contractor in the E-Verify program within 30 calendar days of contract award;
  - (ii) Verify all new employees. Within 90 calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); and
  - (iii) Verify employees assigned to the contract. For each employee assigned to the contract, initiate verification within 90 calendar days after date of enrollment or within 30 calendar days of the employee's assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).
- (2) If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall use E-Verify to initiate verification of employment eligibility of--
  - (i) All new employees.

(A) Enrolled 90 calendar days or more.

The Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or

(B) Enrolled less than 90 calendar days. Within 90 calendar days after enrollment as a Federal Contractor in E-verify, the Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or

(ii) Employees assigned to the contract. For each employee assigned to the contract, the Contractor shall initiate verification within 90 calendar days after date of contract award or within 30 calendar days after assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).

(3) If the Contractor is an institution of higher education (as defined at 20 U.S.C. 1001(a)); a State or local government or the government of a Federally recognized Indian tribe; or a surety performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond, the Contractor may choose to verify only employees assigned to the contract, whether existing employees or new hires. The Contractor shall follow the applicable verification requirements at (b)(1) or (b)(2), respectively, except that any requirement for verification of new employees applies only to new employees assigned to the contract.

(4) Option to verify employment eligibility of all employees. The Contractor may elect to verify all existing employees hired after November 6, 1986, rather than just those employees assigned to the contract. The Contractor shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986, within 180 calendar days of--

(i) Enrollment in the E-Verify program; or

(ii) Notification to E-Verify Operations of the Contractor's decision to exercise this option, using the contact information provided in the E-Verify program Memorandum of Understanding (MOU).

(5) The Contractor shall comply, for the period of performance of this contract, with the requirements of the E-Verify program MOU.

(i) The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Contractor will be referred to a suspension or debarment official by the terminating agency.

- (ii) During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the Contractor is excused from its obligations under paragraph (b) of this Clause. If the Contractor is suspended or debarred as a result of the MOU termination, the Contractor is not eligible to participate in E-Verify during the period of its suspension or debarment. If the suspension or debarment official determines not to suspend or debar the Contractor, then the Contractor must reenroll in E-Verify.
- (c) Web site. Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.
- (d) Individuals previously verified. The Contractor is not required by this Clause to perform additional employment verification using E-Verify for any employee--
  - (1) Whose employment eligibility was previously verified by the Contractor through the E-Verify program;
  - (2) Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Security Program Operating Manual; or
  - (3) Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD)-12, Policy for a Common Identification Standard for Federal Employees and Contractors.
- (e) Subcontracts. The Contractor shall include the requirements of this Clause, including this paragraph (e) (appropriately modified for identification of the parties), in each subcontract that is for Noncommercial services or construction with a value greater than \$3,000 and includes work that is performed inside of the United States.

#### **I.2.9    3.10.2-2 Subcontracts (Cost-Reimbursement and Ceiling Priced Contracts) (October 1996)**

- (a) Subcontract, as used in this Clause, includes but is not limited to purchase orders, and changes and modifications to purchase orders. The Contractor shall notify the Contracting Officer reasonably in advance of entering into any subcontract if:
  - (1) The proposed subcontract is of the cost-reimbursement, time-and-materials, or labor-hour type;
  - (2) The proposed subcontract is fixed-price and exceeds either \$100,000 or 5 percent of the total estimated cost of this contract;
  - (3) The proposed subcontract has experimental, developmental, or research work as one of its purposes; or

(4) This contract is not a facilities contract and the proposed subcontract provides for the fabrication, purchase, rental, installation, or other acquisition of special test equipment valued in excess of \$25,000 or of any items of facilities.

(b)

- (1) In the case of a proposed subcontract that:
  - (i) Is of the cost-reimbursement, time-and-materials, or labor-hour type and is estimated to exceed \$25,000, including any fee,
  - (ii) Is proposed to exceed \$100,000, or
  - (iii) Is one of a number of subcontracts with a single subcontractor, under this contract, for the same or related supplies or services that, in the aggregate, are expected to exceed \$100,000, the advance notification required by paragraph (a) above shall include the information specified in subparagraph (2) below.
- (2)
  - (i) A description of the supplies or services to be subcontracted.
  - (ii) Identification of the type of subcontract to be used.
  - (iii) Identification of the proposed subcontractor and an explanation of why and how the proposed subcontractor was selected, including the competition obtained.
  - (iv) The proposed subcontract price and the Contractor's cost or price analysis.
  - (v) The subcontractor's current, complete, and accurate cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.
  - (vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.
  - (vii) A negotiation memorandum reflecting:
    - (A) The principal elements of the subcontract price negotiations;
    - (B) The most significant considerations controlling establishment of initial or revised prices;
    - (C) The reason cost or pricing data were or were not required;
    - (D) The extent, if any, to which the Contractor did not rely on the subcontractor's cost or pricing data in determining the price objective and in negotiating the final price;
    - (E) The extent to which it was recognized in the negotiation that the subcontractor's cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;

- (F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and
  - (G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.
- (c) The Contractor shall obtain the Contracting Officer's written consent before placing any subcontract for which advance notification is required under paragraph (a) above. However, the Contracting Officer may ratify in writing any such subcontract. Ratification shall constitute the consent of the Contracting Officer.
  - (d) If the Contractor has an approved purchasing system and the subcontract is within the scope of such approval, the Contractor may enter into the subcontracts described in subparagraphs (a)(1) and (a)(2) of this Clause without the consent of the Contracting Officer.
  - (e) Even if the Contractor's purchasing system has been approved, the Contractor shall obtain the Contracting Officer's written consent before placing subcontracts identified below:

**The Contractor shall obtain the Contracting Officer's written consent before placing any subcontracts on a T&M or Fixed Price/Rate Level of Effort basis.**
  - (f) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination:
    - (1) Of the acceptability of any subcontract terms or conditions,
    - (2) Of the allowability of any cost under this contract, or
    - (3) To relieve the Contractor of any responsibility for performing this contract.
  - (g) No subcontract placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis.
  - (h) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.
  - (i)
    - (1) Reserved.

- (2) Additionally, the Contractor shall include in each cost- reimbursement subcontract under this contract a requirement that the subcontractor insert the substance of the appropriate modified subparagraph referred to in subparagraph (1) above in each lower tier price redetermination or incentive price revision subcontract under that subcontract.
- (j) To facilitate small business participation in subcontracting, the Contractor agrees to provide payments on subcontracts under this contract that are fixed-price subcontracts with small business concerns in conformity with the standards for customary payments, as in effect on the date of this contract. The Contractor further agrees that the need for such financing payments will not be considered a handicap or adverse factor in the award of subcontracts.
- (k) The Government reserves the right to review the Contractor's purchasing system.

**I.2.10 3.14-2 Contractor Personnel Suitability Requirements (January 2009)**

- (a) This Clause applies to the extent that this contract requires Contractor employees, subcontractors, or consultants to have unescorted access to FAA:
  - (1) Facilities;
  - (2) Sensitive information; and/or;
  - (3) Resources regardless of the location where such access occurs, and none of the exceptions of FAA Order 1600.72A, Contractor and Industrial Security Program, Chapter 5, paragraphs 4, 6, 7 and 8 pertains.

Definitions of applicable terminology are contained in the corresponding guidance and FAA Order 1600.72A, appendix A.

- (b) Consistent with FAA Order 1600.72A, the FAA Servicing Security Element (SSE) has approved designated risk levels for the positions under the contract. Those designated risk levels are:

<b>Labor Category and Skill Level Descriptions</b>					
<b>Category Number</b>	<b>Title/Definition</b>	<b>Position Count</b>	<b>Position Title</b>	<b>Years of Relevant Experience In 5 Year Increments</b>	<b>Security Level</b>
<b>1</b>	<b>PROGRAM MANAGER - 5 LEVELS</b>				
	Organize, supervise, manage, and direct Contractor employees in the performance of the Task Orders described in the Statement of Work (SOW) applicable to the ATO. Serve as primary Point of Contact (POC) for Contracting Officer (CO)/Contracting Officer's Technical Representative (COTR). Experience in planning, tracking, and reporting labor requirements and hours for each task; tracking and managing funding and expenses; and problem tracking, reporting, and resolution. Familiar with the FAA Acquisition Management System (AMS).		Program Manager - (Level 7)	0-4.9	
			Program Manager - (Level 6)	5-9.9	
		1	Program Manager - (Level 5)	10-14.9	2
		2	Program Manager - (Level 4)	15-19.9	2
		3	Program Manager - (Level 3)	20-24.9	2
		4	Program Manager - (Level 2)	25-29.9	2
		5	Program Manager - (Level 1)	30+	2
<b>2</b>	<b>TECHNICAL TASK LEAD - 4 LEVELS</b>				
	Provide technical leadership; strategic and tactical planning; and oversight in the management and administration of the Task Orders. Ensure technical performance of all Work Breakdown Structure (WBS) area products and services within cost and schedule for each Task Order. Working knowledge of the FAA Acquisition Management System (AMS), as well as commercial acquisition practices. Must have experience managing and supervising the work efforts of at least 25 subordinate personnel.		Technical Task Lead - (Level 7)	0-4.9	
			Technical Task Lead - (Level 6)	5-9.9	
			Technical Task Lead - (Level 5)	10-14.9	
		6	Technical Task Lead - (Level 4)	15-19.9	2
		7	Technical Task Lead - (Level 3)	20-24.9	2
		8	Technical Task Lead - (Level 2)	25-29.9	2
		9	Technical Task Lead - (Level 1)	30+	2
<b>3</b>	<b>ACQUISITION SPECIALIST - 6 LEVELS</b>				
	Develop Acquisition Plans and other procurement justifications and approval documentation; Source Selection Plans, including development of evaluation		Acquisition Specialist - (Level 7)	0-4.9	
		10	Acquisition Specialist - (Level 6)	5-9.9	1

<b>Labor Category and Skill Level Descriptions</b>					
<b>Category Number</b>	<b>Title/Definition</b>	<b>Position Count</b>	<b>Position Title</b>	<b>Years of Relevant Experience In 5 Year Increments</b>	<b>Security Level</b>
	criteria; Contract line item structures; Statements of Work; Task statements; Contract modifications; and Contract correspondence.	11 12 13 14 15	Acquisition Specialist - (Level 5) Acquisition Specialist - (Level 4) Acquisition Specialist - (Level 3) Acquisition Specialist - (Level 2) Acquisition Specialist - (Level 1)	10-14.9 15-19.9 20-24.9 25-29.9 30+	1 1 1 1 1
<b>4</b>	<b>ADMINISTRATIVE ASSISTANT - 5 LEVELS</b>				
	Provide general office automation, coordination and administrative skills necessary for handling the routine administrative functions of a Government office, excluding the inherently governmental functions. Possess proficiency with MS Office products.	16 17 18 19 20 [Redacted] [Redacted]	Administrative Assistant - (Level 7) Administrative Assistant - (Level 6) Administrative Assistant - (Level 5) Administrative Assistant - (Level 4) Administrative Assistant - (Level 3) Administrative Assistant - (Level 2) Administrative Assistant - (Level 1)	0-4.9 5-9.9 10-14.9 15-19.9 20-24.9 25-29.9 30+	1 1 1 1 1 1 1
<b>5</b>	<b>AIR TRAFFIC CONTROL (ATC) SPECIALIST - 5 LEVELS</b>				
	Provide support to various Air Traffic Control Centers, Terminal Radar Approach Control (TRACONS), Towers, and Air Traffic Services (ATS) Headquarters and Regional offices. Support development of site implementation and transition planning for National and Regional, Facilities and Equipment, and Capital Investment Plan projects. Support and assist in identifying, analyzing, coordinating, resolving, and reporting the resolution of	[Redacted] [Redacted] 21 22	Air Traffic Control (ATC) Specialist - (Level 7) Air Traffic Control (ATC) Specialist - (Level 6) Air Traffic Control (ATC) Specialist - (Level 5) Air Traffic Control (ATC) Specialist - (Level 4)	0-4.9 5-9.9 10-14.9 15-19.9	

<b>Labor Category and Skill Level Descriptions</b>					
<b>Category Number</b>	<b>Title/Definition</b>	<b>Position Count</b>	<b>Position Title</b>	<b>Years of Relevant Experience In 5 Year Increments</b>	<b>Security Level</b>
5	implementation issues generated by such projects.	23	Air Traffic Control (ATC) Specialist - (Level 3)	20-24.9	5
		24	Air Traffic Control (ATC) Specialist - (Level 2)	25-29.9	5
		25	Air Traffic Control (ATC) Specialist - (Level 1)	30+	5
6	<b>AIRWAY FACILITIES (AF) SPECIALIST - 5 LEVELS</b>				
7	Provide operational expertise in the operation and maintenance of National Airspace System (NAS) facilities, systems, subsystems, and equipment or equivalent military/industrial facilities.		Airway Facilities (AF) Specialist - (Level 7)	0-4.9	
			Airway Facilities (AF) Specialist - (Level 6)	5-9.9	
		26	Airway Facilities (AF) Specialist - (Level 5)	10-14.9	5
		27	Airway Facilities (AF) Specialist - (Level 4)	15-19.9	5
		28	Airway Facilities (AF) Specialist - (Level 3)	20-24.9	5
		29	Airway Facilities (AF) Specialist - (Level 2)	25-29.9	5
		30	Airway Facilities (AF) Specialist - (Level 1)	30+	5
	<b>COMPUTER OPERATOR/SIMULATION OPERATOR - 7 LEVELS</b>				
	Provide operational expertise in operating National Airspace System (NAS) facilities, systems, subsystems, and	31	Computer Operator/Simulation Operator - (Level 7)	0-4.9	5

Labor Category and Skill Level Descriptions					
Category Number	Title/Definition	Position Count	Position Title	Years of Relevant Experience In 5 Year Increments	Security Level
	equipment or equivalent military/industrial facilities.-Or- Provide operational expertise in the either operating National Airspace System (NAS) facilities, systems, or equivalent military/industrial facilities in order to emulate either a pilot or an Air Traffic Controller.	32	Computer Operator/Simulation Operator - (Level 6)	5-9.9	5
		33	Computer Operator/Simulation Operator - (Level 5)	10-14.9	5
		34	Computer Operator/Simulation Operator - (Level 4)	15-19.9	5
		35	Computer Operator/Simulation Operator - (Level 3)	20-24.9	5
		36	Computer Operator/Simulation Operator - (Level 2)	25-29.9	5
		37	Computer Operator/Simulation Operator - (Level 1)	30+	5
8	<b>COMPUTER PROGRAMMER - 7 LEVELS</b>				
	Provide experience in performing computer systems analysis and programming in broad-based business oriented (non-tactical) Automatic Data Processing (ADP) projects including system level analysis, design, development, and implementation. Possess the knowledge and skills required to program specified computer systems. Requires experience in C, C++, Java, html, and object-oriented methodologies. In some cases, computer programmers may be required to possess knowledge of legacy languages (i.e., JOVIAL, ALGOL, FORTRAN, BAL, etc.).	38	Computer Programmer - (Level 7)	0-4.9	5
		39	Computer Programmer - (Level 6)	5-9.9	5
		40	Computer Programmer - (Level 5)	10-14.9	5
		41	Computer Programmer - (Level 4)	15-19.9	5
		42	Computer Programmer - (Level 3)	20-24.9	5
		43	Computer Programmer - (Level 2)	25-29.9	5
		44	Computer Programmer - (Level 1)	30+	5

<b>Labor Category and Skill Level Descriptions</b>					
<b>Category Number</b>	<b>Title/Definition</b>	<b>Position Count</b>	<b>Position Title</b>	<b>Years of Relevant Experience In 5 Year Increments</b>	<b>Security Level</b>
			1)		
<b>9</b>	<b>COMPUTER SCIENTIST - 7 LEVELS</b>				
	Provide assessments regarding current, state-of-the-art and industrial trends in the computer field. Design and implement computer algorithms, and review existing legacy code systems considering current "best business" practices of computer science.	45	Computer Scientist - (Level 7)	0-4.9	5
		46	Computer Scientist - (Level 6)	5-9.9	5
		47	Computer Scientist - (Level 5)	10-14.9	5
		48	Computer Scientist - (Level 4)	15-19.9	5
		49	Computer Scientist - (Level 3)	20-24.9	5
		50	Computer Scientist - (Level 2)	25-29.9	5
		51	Computer Scientist - (Level 1)	30+	5
<b>10</b>	<b>CONFIGURATION MANAGEMENT SPECIALIST - 7 LEVELS</b>				
	Provide expertise in hardware, software and process Configuration Management (CM) practices in accordance with FAA CM Policy for applicable International Organization for Standardization (ISO) or integrated Capability Maturity Model (iCMM) techniques. Participate in the application of FAA and NAS related CM policies. Evaluate contract data requirements lists, switching center replacement, engineering change proposals, highest previous rate and National Airspace System Change Proposals, which provide specifications for changes to baseline documents or lab and field infrastructure, to ensure appropriate control of NAS and non-NAS system components. Participate in the development of CM change control requirements; conduct CM training and audits; and facilitate national CM board	52	Configuration Management Specialist - (Level 7)	0-4.9	1
		53	Configuration Management Specialist - (Level 6)	5-9.9	1
		54	Configuration Management Specialist - (Level 5)	10-14.9	1
		55	Configuration Management Specialist - (Level 4)	15-19.9	1
		56	Configuration Management Specialist - (Level 3)	20-24.9	1
		57	Configuration Management Specialist - (Level 2)	25-29.9	1
		58	Configuration Management	30+	1

<b>Labor Category and Skill Level Descriptions</b>					
<b>Category Number</b>	<b>Title/Definition</b>	<b>Position Count</b>	<b>Position Title</b>	<b>Years of Relevant Experience In 5 Year Increments</b>	<b>Security Level</b>
	meetings.		Specialist - (Level 1)		
<b>11</b>	<b>ECONOMIC ANALYST - 7 LEVELS</b>				
	Conduct quantitative analysis using operations research tools, economics, and other quantitative techniques in the areas of procedural implementations and performance issues. Support the conduct of the full range of investment analysis activities, including market survey, cost analysis, benefits analysis, risk analysis, economic analysis, requirements definition, schedule development, and tradeoff studies.	59	Economic Analyst - (Level 7)	0-4.9	1
		60	Economic Analyst - (Level 6)	5-9.9	1
		61	Economic Analyst - (Level 5)	10-14.9	1
		62	Economic Analyst - (Level 4)	15-19.9	1
		63	Economic Analyst - (Level 3)	20-24.9	1
		64	Economic Analyst - (Level 2)	25-29.9	1
		65	Economic Analyst - (Level 1)	30+	1
<b>12</b>	<b>ENGINEER - 7 LEVELS</b>				
	Provide expertise in the application of state-of-the-art technology to meet mission requirements.	66	Engineer - (Level 7)	0-4.9	5
		67	Engineer - (Level 6)	5-9.9	5
		68	Engineer - (Level 5)	10-14.9	5
		69	Engineer - (Level 4)	15-19.9	5
		70	Engineer - (Level 3)	20-24.9	5
		71	Engineer - (Level 2)	25-29.9	5
		72	Engineer - (Level 1)	30+	5
<b>13</b>	<b>FINANCIAL ANALYST - 7 LEVELS</b>				
	Classify, monitor and summarize financial data for the preparation and	73	Financial Analyst - (Level 7)	0-4.9	1

<b>Labor Category and Skill Level Descriptions</b>					
<b>Category Number</b>	<b>Title/Definition</b>	<b>Position Count</b>	<b>Position Title</b>	<b>Years of Relevant Experience In 5 Year Increments</b>	<b>Security Level</b>
	submission of reports on a recurring basis. Possess knowledge of FAA Accounting practices, Government appropriation process, and Office of Management and Budgets 300 development support.	74	Financial Analyst - (Level 6)	5-9.9	1
		75	Financial Analyst - (Level 5)	10-14.9	1
		76	Financial Analyst - (Level 4)	15-19.9	1
		77	Financial Analyst - (Level 3)	20-24.9	1
		78	Financial Analyst - (Level 2)	25-29.9	1
		79	Financial Analyst - (Level 1)	30+	1
14	<b>HUMAN FACTORS SPECIALIST - 7 LEVELS</b>				
	Perform human factors engineering functions for computer human interface analysis, situational awareness, human-in-the-loop scenarios, ergonomics, and kinematics. Direct human factors studies to promote the introduction and application of concepts, procedures, tests and evaluations, and operational requirements.	80	Human Factors Specialist - (Level 7)	0-4.9	5
		81	Human Factors Specialist - (Level 6)	5-9.9	5
		82	Human Factors Specialist - (Level 5)	10-14.9	5
		83	Human Factors Specialist - (Level 4)	15-19.9	5
		84	Human Factors Specialist - (Level 3)	20-24.9	5
		85	Human Factors Specialist - (Level 2)	25-29.9	5
		86	Human Factors Specialist - (Level 1)	30+	5
15	<b>INFORMATION TECHNOLOGY SPECIALIST - 7 LEVELS</b>				
	Provide expertise in compiling, arranging, storing and retrieval of information to facilitate support of the FAA customer, project, or program. Administer, evaluate, install, maintain and provide overall support for LANs and WANs. Provide Graphical User Interface (GUI) access to many databases, using the latest access tools available such as	87	Information Technology Specialist - (Level 7)	0-4.9	5
		88	Information Technology Specialist - (Level 6)	5-9.9	5
		89	Information Technology Specialist - (Level 5)	10-14.9	5

<b>Labor Category and Skill Level Descriptions</b>					
<b>Category Number</b>	<b>Title/Definition</b>	<b>Position Count</b>	<b>Position Title</b>	<b>Years of Relevant Experience In 5 Year Increments</b>	<b>Security Level</b>
	Java, CORBA, and C++. Design, test and implement interface programs, develop security procedures, and regulate usage. Perform planning, cost analysis and all aspects of large-scale projects. Design, test, and implement large scale LAN and WAN networks applications and troubleshoot problem areas. Coordinate network policy, procedures, and standards. Assist training of users.	90 91 92 93	Information Technology Specialist - (Level 4) Information Technology Specialist - (Level 3) Information Technology Specialist - (Level 2) Information Technology Specialist - (Level 1)	15-19.9 20-24.9 25-29.9 30+	5 5 5 5
16	<b>INFOSEC SPECIALIST - 7 LEVELS</b>				
	Apply current computer science technologies to the design, development, evaluation, and integration of computer systems and networks to maintain system security and provide information assurance. Provide security engineering and integration support to internal and external customers. Involved in a wide range of security issues including architectures, electronic data traffic, and network access. Use encryption technology; penetration and vulnerability analysis of various security technologies; and information technology security research.	94 95 96 97 98 99 100	INFOSEC Specialist - (Level 7) INFOSEC Specialist - (Level 6) INFOSEC Specialist - (Level 5) INFOSEC Specialist - (Level 4) INFOSEC Specialist - (Level 3) INFOSEC Specialist - (Level 2) INFOSEC Specialist - (Level 1)	0-4.9 5-9.9 10-14.9 15-19.9 20-24.9 25-29.9 30+	5 5 5 5 5 5 5
17	<b>MATHEMATICIAN / STATISTICIAN - 7 LEVELS</b>				
	Provide expertise in various disciplines of mathematics and statistics, as related to the analysis of pertinent data.	101 102 103 104 105	Mathematician/Statistician - (Level 7) Mathematician/Statistician - (Level 6) Mathematician/Statistician - (Level 5) Mathematician/Statistician - (Level 4) Mathematician/Statistician - (Level 3)	0-4.9 5-9.9 10-14.9 15-19.9 20-24.9	5 5 5 5 5

<b>Labor Category and Skill Level Descriptions</b>					
<b>Category Number</b>	<b>Title/Definition</b>	<b>Position Count</b>	<b>Position Title</b>	<b>Years of Relevant Experience In 5 Year Increments</b>	<b>Security Level</b>
		106	Mathematician/Statistician - (Level 2)	25-29.9	5
		107	Mathematician/Statistician - (Level 1)	30+	5
<b>18</b>	<b>PROGRAM ANALYST - 7 LEVELS</b>				
	Conduct research, evaluations, analyses, and studies, and present recommendations/solutions related to short and long-term program planning requirements. Specific expertise may be required in configuration management, Earned Value Management, financial management, cost estimation, or risk management.	108	Program Analyst - (Level 7)	0-4.9	1
		109	Program Analyst - (Level 6)	5-9.9	1
		110	Program Analyst - (Level 5)	10-14.9	1
		111	Program Analyst - (Level 4)	15-19.9	1
		112	Program Analyst - (Level 3)	20-24.9	1
		113	Program Analyst - (Level 2)	25-29.9	1
		114	Program Analyst - (Level 1)	30+	1
<b>19</b>	<b>SCHEDULER - 7 LEVELS</b>				
	Support oversight of cost, schedule and performance progress, and identification of dependencies and relationships. Interface with FAA senior management. Must have strong verbal and written skills necessary to communicate and manage client expectations successfully. Must understand schedule interdependencies and Work Breakdown Structure relationship to program management. Knowledge of Earned Value Management Systems, MS Project and Primavera, as required. Knowledge of other tools, such as wInsight and MPM, are a plus.	115	Scheduler - (Level 7)	0-4.9	1
		116	Scheduler - (Level 6)	5-9.9	1
		117	Scheduler - (Level 5)	10-14.9	1
		118	Scheduler - (Level 4)	15-19.9	1
		119	Scheduler - (Level 3)	20-24.9	1
		120	Scheduler - (Level 2)	25-29.9	1
		121	Scheduler - (Level 1)	30+	1
<b>20</b>	<b>SCIENTIST (PHYSICAL) - 7 LEVELS</b>				

<b>Labor Category and Skill Level Descriptions</b>					
<b>Category Number</b>	<b>Title/Definition</b>	<b>Position Count</b>	<b>Position Title</b>	<b>Years of Relevant Experience In 5 Year Increments</b>	<b>Security Level</b>
	Provide technical expertise in the general areas of operation that pertain to specific NAS environments.	122	Scientist (Physical) - (Level 7)	0-4.9	5
		123	Scientist Physical) - (Level 6)	5-9.9	5
		124	Scientist (Physical) - (Level 5)	10-14.9	5
		125	Scientist (Physical) - (Level 4)	15-19.9	5
		126	Scientist (Physical) - (Level 3)	20-24.9	5
		127	Scientist (Physical) - (Level 2)	25-29.9	5
		128	Scientist (Physical) - (Level 1)	30+	5
21	<b>SYSTEMS ENGINEER - 7 LEVELS</b>				
	Conduct comprehensive system-wide review and analysis of all aspects of the National Airspace System (NAS) development life cycle, particularly the Air Traffic Control (ATC) system, including ATC automation, communications, and navigation and surveillance elements of the NAS. Provide expertise in the transition of legacy systems to modernized systems.	129	Systems Engineer - (Level 7)	0-4.9	5
		130	Systems Engineer - (Level 6)	5-9.9	5
		131	Systems Engineer - (Level 5)	10-14.9	5
		132	Systems Engineer (Level 4)	15-19.9	5
		133	Systems Engineer - (Level 3)	20-24.9	5
		134	Systems Engineer - (Level 2)	25-29.9	5
		135	Systems Engineer - (Level 1)	30+	5
22	<b>TECHNICAL EDITOR - 7 LEVELS</b>				
	Edit professional documents for content, format, flow and integrity in conformance with best practices. Determine the suitability of material for target audience. Involved in projects from planning stage. Provide additional or missing materials	136	Technical Editor - (Level 7)	0-4.9	1
		137	Technical Editor - (Level 6)	5-9.9	1
		138	Technical Editor - (Level 5)	10-14.9	1

<b>Labor Category and Skill Level Descriptions</b>					
<b>Category Number</b>	<b>Title/Definition</b>	<b>Position Count</b>	<b>Position Title</b>	<b>Years of Relevant Experience In 5 Year Increments</b>	<b>Security Level</b>
	and edit written copy.	139	Technical Editor - (Level 4)	15-19.9	1
		140	Technical Editor - (Level 3)	20-24.9	1
		141	Technical Editor - (Level 2)	25-29.9	1
		142	Technical Editor - (Level 1)	30+	1
23	<b>TECHNICAL WRITER - 7 LEVELS</b>				
	Provide research and write professional documents, including program reports and procedures, documentation, and training materials. Provide analysis and compilation of diverse policy, technical, statistical, demographic, and financial information.	143	Technical Writer - (Level 7)	0-4.9	1
		144	Technical Writer - (Level 6)	5-9.9	1
		145	Technical Writer - (Level 5)	10-14.9	1
		146	Technical Writer - (Level 4)	15-19.9	1
		147	Technical Writer - (Level 3)	20-24.9	1
		148	Technical Writer - (Level 2)	25-29.9	1
		149	Technical Writer - (Level 1)	30+	1
24	<b>TECHNICIAN - 4 LEVELS</b>				
	Provide critical electrical/mechanical/fabrication skills suitable for maintaining Customer facility infrastructure and constructing devices as per standard engineering drawings.	150	Technician - Entry Level	Entry	5
		151	Technician -Junior Level	Junior	5
		152	Technician - Mid-Level	Mid	5
		153	Technician - Senior Level	Senior	5
25	<b>WEB DESIGNER - 5 LEVELS</b>				
	Design, configure, and maintain websites for internal and external communications,	154	Web Designer - (Level 7)	0-4.9	1

<b>Labor Category and Skill Level Descriptions</b>					
<b>Category Number</b>	<b>Title/Definition</b>	<b>Position Count</b>	<b>Position Title</b>	<b>Years of Relevant Experience In 5 Year Increments</b>	<b>Security Level</b>
	based on FAA's Intranet, Internet, and homepage strategies and goals. Ensure that FAA branding and Internet configuration requirements are applied to all web products. Proficient in the design and development of html/shtml documents compliant with Section 508 of the Rehabilitation Act of 1973, with an understanding and familiarity of E-Business practices, JAVA, Perl, and FrontPage® extensions. May also be required to provide graphic art capabilities.	155	Web Designer - (Level 6)	5-9.9	1
		156	Web Designer - (Level 5)	10-14.9	1
		157	Web Designer - (Level 4)	15-19.9	1
		158	Web Designer - (Level 3)	20-24.9	1
			Web Designer - (Level 2)	25-29.9	
			Web Designer - (Level 1)	30+	

**NOTE:**

**25 Labor Categories**

**Each Labor Category has a minimum of four (4) levels to a maximum of seven (7) levels.**

**There are a total of 158 position titles.**

- (c) If a National Agency Check with Inquiries (NACI) or other investigation is required under paragraph (b) for a given position, the Contractor will submit to the Contracting Officer (CO) a point of contact (POC) that will enter applicant data into the Vendor Applicant Process (VAP) system (vap.faa.gov). VAP is a FAA system used to process and manage security information for FAA Contractor personnel. Each contract may have up to 5 POCs. Once designated, a VAP administrator will provide each POC a Web ID and Password

The type of investigation conducted will be determined by the position risk level designation for all duties, functions, and/or tasks performed and will serve as the basis for granting a favorable employment suitability authorization as described in FAA Order 1600.72A. If an employee has had a previous U.S. Government conducted background investigation which meets the requirements of Chapter 5 of FAA Order 1600.72A and Homeland Security Presidential Directive 12 (HSPD-12), it will be accepted by the FAA. However, the FAA reserves the right to conduct further investigations, if necessary. The contract may include positions that are temporary, seasonal, or under escort only. In such cases, a FAA Form

1600-77 for each specific position will be established as the investigative requirements may differ from the NACI.

The following information must be entered into VAP by the POC for each applicant requiring an investigation:

- Name;
- Date and place of birth (city and state);
- Social Security Number (SSN);
- Position and office location;
- Contract number;
- Current e-mail address and telephone number (personal or work); and
- Any known information regarding current security clearance or previous investigations (e.g., the name of the investigating entity, type of background investigation conducted, contract number, labor category (Position), and approximate date the previous background investigation was completed).

If a prior investigation exists and there has not been a 2 year break in service by the applicant, the SSE will notify the Contractor that no investigation is required and that final suitability is approved.

If no previous investigation exists, the SSE will send the applicant an e-mail (this step may be delegated to VAP POC):

- Stating that no previous investigation exists and the applicant must complete a form through the Electronic Questionnaires for Investigations Processing (eQIP) system;
- Instructing the applicant how to enter and complete the eQIP form;
- Providing where to send/fax signature and release pages and other applicable forms; and
- Providing instructions regarding fingerprinting.

The applicant must complete the eQIP form and submit other required material within 15 days of receiving the e-mail from the SSE.

For items to be submitted outside eQIP, the Contractor must submit the required information with a transmittal letter referencing the contract number to:

Headquarters Contracts: Manager, Personnel Security Division, AIN-400  
800 Independence Avenue, S.W., Room 315  
Washington, D.C. 20591

Regional and Center Contracts: NONE

The transmittal letter must also include a list of all of the names of Contractor employees and their positions for which completed forms will be submitted to the SSE pursuant to this Clause.

- (d) The Contractor must submit the information required by paragraph (c) of this Clause for any new employee not listed in the Contractor's initial submission who is hired into any position identified in paragraph (b) of this Clause.
- (e) The CO will provide notice to the Contractor when any Contractor employee is found to be unsuitable or otherwise objectionable, or whose conduct appears contrary to the public interest, or inconsistent with the best interest of national security. The Contractor must take appropriate action, including the removal of such employee from working on this FAA contract, at their own expense. Once action has been taken, the Contractor will report the action to the CO and SSE.
- (f) No Contractor employee will work in a high, moderate, or low risk position unless the SSE has received all forms necessary to conduct any required investigation and has authorized the Contractor employee to begin work.
- (g) The Contractor must notify the CO within one (1) business day after any employee identified pursuant to paragraph (c) of this Clause is terminated from performance on the contract. This notification must be done utilizing the Removal Entry Screen of VAP. If FAA issued the terminated employee and identification card, the Contractor must collect the card and submit it to the SSE.
- (h) The CO may also, after coordination with the SSE and other security specialists, require Contractor employees to submit any other security information (including additional fingerprinting) deemed reasonably necessary to protect the interests of the FAA. In this event, the Contractor must provide, or cause each of its employees to provide, such security information to the SSE, and the same transmittal letter requirements of paragraph (c) of this Clause applies.
- (i) The Contractor and/or subcontractor(s) must contact the Servicing Security Elements (Regional and/or Center Security Divisions) or AIN-400 at Headquarters within one (1) business day in the event an employee is arrested (detained by law enforcement for any offenses, other than minor traffic offenses) or is involved in theft of government property or the Contractor becomes aware of any information that may raise a question about the suitability of a Contractor employee.

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- (j) Failure to submit information required by this Clause within the time required may be determined by the CO a material breach of the contract.
  - (k) If subsequent to the effective date of this contract, the security classification or security requirements under this contract are changed by the Government and if the changes cause an increase or decrease in direct contract costs or otherwise affect any other term or condition of this contract, the contract will be subject to an equitable adjustment.
  - (l) The Contractor agrees to insert terms that conform substantially to the language of this Clause, including paragraph (k) but excluding any reference to the Changes Clause of this contract, in all subcontracts under this contract that involve access and where the exceptions under Chapter 5, FAA Order 1600.72A do not apply.
  - (m) Contractor employees who have not undergone a background investigation must be escorted at all times. In some instances, a Contractor employee may be required to serve as an escort. To serve as an escort, a Contractor employee must have a favorably adjudicated fingerprint check and initiated a NACI with FAA.

(End of Clause)

**I.2.11 3.14-4 Access to FAA Systems and Government-Issued Keys, Personal Identity Verification (PIV) cards, and Vehicle Decals (July 2008)**

- (a) It may become necessary for the Government to grant access to FAA systems or issue keys, PIV cards, vehicle decals, and/or access control cards to Contractor employees for the purposes of this Clause I.2.11, the term "Contractor employee" will also include employees of the Contractor's Subcontractors). Prior to or upon completion or termination of the work required hereunder, the Contractor must return all such Government-issued items and submit a request to terminate all user accounts on applicable FAA systems to the issuing office with notification to the Contracting Officer's Technical Representative (COTR). When Contractor employees who have been issued such items are terminated or no longer required to perform the work, the Government-issued items must be returned to the Government and a request submitted for the termination of FAA system access within three (3) business days or upon termination of the contract or the employee. Improper use, possession or alteration of FAA issued keys, PIV Cards and/or vehicle decals is subject to penalties under Title 18, USC 499, 506, 701, and 1030.
- (b) In the event such keys, PIV Cards, or vehicle decals are lost, stolen, or not returned, the Contractor understands and agrees that the Government may, in addition to any other withholding provision of the contract, withhold \$200.00 for each key PIV Card, and vehicle decal lost, stolen, or not returned. If the keys, PIV Cards, or vehicle decals are not returned

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within 30 calendar days from the date the withholding action was initiated, any amount so withheld must be forfeited by the Contractor.

- (c) Access to aircraft ramp/hangar areas is authorized only to those persons displaying a flight line identification card and for vehicles, a current ramp permit issued pursuant to Title 49, Part 1542, Code of Federal Regulations.
- (d) The Government retains the right to inspect inventory, or audit PIV Cards, keys, vehicle decals, and access control cards issued to the Contractor in connection with the contract at the convenience of the Government. Any items not accounted for, to the satisfaction of the Government will be assumed to be lost and the provisions of section (b) apply.
- (e) Keys must be obtained from the COTR who will require the Contractor to sign a receipt for each key obtained. Lost or stolen keys, PIV Cards, vehicle decals, and access control cards must immediately be reported concurrently to the Contracting Officer (CO), COTR, and applicable FAA Regional Security Office. Electronic keying cards are handled in the same manner as metal keys.
- (f) Each contract employee, during all times of on-site performance at any and all FAA Facilities must prominently display his/her current and valid PIV card on the front portion of his/her body between the neck and waist. Each PIV card holder must not affix pins, stickers, or other decorations to the PIV.
  - (1) Prior to any Contractor employee obtaining a PIV Card or vehicle decals, the contract employee is required to report in person to the SSE Registrar or an FAA designated trusted agent for fingerprinting, photographing, and to submit their required investigation forms as described in AMS Clause 3.14-2, Contractor Personnel Suitability Requirements. The investigative forms must be submitted to either the applicable Regional Security Office or the Headquarters Security Office listed in AMS Clause by the Contractor in a sealed envelope either hand carried by the Contractor or sent via U.S. mail to: the addresses listed in paragraph (c) of AMS Clause 3.14-2. The SSE will review the forms and approve interim suitability prior to the Contractor employee beginning work. When an interim is granted by the SSE, the individual may begin work under escort until their OPM fingerprint check has been returned and successfully adjudicated. Once the OPM fingerprint check has been successfully adjudicated, they can then be badged. If the Contractor employee requires a PIV Card, the fingerprint check must be completed and favorably adjudicated by the SSE prior to approval or issuance of the PIV card.
  - (2) To obtain the PIV Card, a Contractor employee must submit an identification Card/Credential Application (DOT 1681) signed by the Contractor employee and by the authorized trusted agent (when applicable) and also by the authorized sponsor to

the CO or to the COTR. The DOT 1681 must contain, as a minimum, under the "Credential Justification" heading, the name of the Contractor/company, the contract number or the appropriate acquisition identification number, the expiration date of the contract or the task (whichever is sooner), and the required signatures. The Contractor will be notified when the DOT 1681 has been approved and is ready for processing by the FAA Security Office. Arrangements for processing the identification cards, including photographs and lamination can be made by contacting the FAA Security Service Center at (202) 267-7423.

- (3) The Contractor must contact the SSE to obtain the procedures that the Contractor's employees must utilize to obtain their PIV Card.

- (g) The Contractor is responsible for ensuring final out-processing is accomplished for all departing Contractor employees. Final out-processing must be accomplished by close of business the final workday of the Contractor employee or the next day under special conditions. The SSE must be notified in writing and ensure that all FAA media, including the PIV card, are returned to the SSE.

#### **I.2.12 3.14-5 Sensitive Unclassified Information (SUI) (July 2008)**

- (a) Sensitive Unclassified Information (SUI) must be restricted to specific contractors who:
- (1) Have a need "to know" to perform contract tasks;
  - (2) Are authorized to receive the SUI;
  - (3) Meet personnel suitability security requirements to access sensitive information; and
  - (4) Successfully complete a Document Security Notice and SUI Request Form.
- (b) The Contractor must develop and implement procedures to ensure that SUI is handled in accordance with FAA requirements and at a minimum, must address:
- (1) Procedures for distributing, receiving, and retaining signed Document Security Notice and SUI Request Forms from each subsequent recipient of the SUI (to include subcontractors, suppliers, etc.);
  - (2) Steps to minimize risk of access by unauthorized persons during business and non-business hours to include storage capability;
  - (3) Procedures for safeguarding during electronic transmission (voice, data, fax) mailing or hand carrying;
  - (4) Procedures for protecting against co-mingling of information with general Contractor data system/files;
  - (5) Procedures for marking documents with both the protective marking and the distribution limitation statement as needed;

- (6) Procedures for the reproduction of subject material;
- (7) Procedures for reporting unauthorized access; and
- (8) Procedures for the destruction and/or sanitization of such material.

## PART III - SECTION J

### J.1 LIST OF SIR2 ATTACHMENTS

ATTACHMENT	DESCRIPTION	FILE NAME	PAGE COUNT *
Attachment J000	Table of Contents	J000 Section J Table of Contents.doc	2
Attachment J001	Core Capabilities Traceability Matrix	J001 Core Capabilities Matrix-SIR2.doc	IAW SIR
Attachment J002	Past Performance Statistics	J002 Past Performance Statistics Matrix.doc	IAW SIR
Attachment J003	Task Order #1-Program Management	J003 Task Order Program Management SIR2 FO-A5.doc	IAW SIR
Attachment J004	Key Personnel Resume	J004 Key Personnel Resume Template.doc	IAW SIR
Attachment J005	Labor Category and Skill Level Descriptions	J005 Labor Category and Skill Level Description-SIR2FO-A2.xls	IAW SIR
Attachment J006	Infrastructure Roadmap Mid Term Integration Worksheets, Version 3.4, dated October 28, 2009	J006 Infrastructure Roadmap Mid Term Integration Worksheets.doc	IAW SIR
Attachment J007	Investment Analysis Business Case Technical Scenario PowerPoint Presentation	J007 Investment Analysis Business Case Technical Scenario PowerPoint Presentation.ppt	IAW SIR
Attachment J008	Investment Analysis Business Case Technical Scenario Worksheets	J008 Investment Analysis Business Case Technical Scenario Worksheets.xls	IAW SIR
Attachment J009	Economic Analysis Information Worksheet	J009 Economic Analysis Information Worksheet.xls	IAW SIR
Attachment J010	FAA Business Case Analysis, Training Course Material	J010 FAA Business Case Analysis Training Course Material.pdf	IAW SIR
Attachment J011	Guidelines for Evaluating FAA Cost Estimates, September 2006	J011 Guidelines For Evaluating FAA Cost Estimates.doc	IAW SIR

<b>ATTACHMENT</b>	<b>DESCRIPTION</b>	<b>FILE NAME</b>	<b>PAGE COUNT</b> *
Attachment J012	Task Order #2- Enterprise Architecture	J012 NAS Enterprise Architecture Task Order.doc	IAW SIR
Attachment J013	Task Order #3- Investment Analysis	J013 Investment Analysis Task Order-A2.doc	IAW SIR
Attachment J014	FAA National Airspace System Enterprise Architecture (NAS EA) Framework	J014 NAS_EA_Framework_3-0_revised_draft_20091026_ver 1.doc	IAW SIR
Attachment J015a	Invoice Preparation Instructions	J015a Invoice Preparation Instructions.doc	IAW SIR
Attachment J015b	SF-1034	J015b SF-1034.doc	IAW SIR
Attachment J015c	Invoice Exhibits	J015c Invoice Exhibits.xls	IAW SIR
Attachment S001	SIR 2 FO Proposed Labor Hour Requirements	S001 PROPOSED LABOR HOUR REQUIREMENTS SIR2 FO.xls	IAW SIR
Attachment W001	Prime SIR 2 Full-Open Total Cost Workbook	W001 PRIME SIR2FO TOTAL-A5.xls	IAW SIR
Attachment W002	Instructions - Prime SIR 2 Full-Open Total Cost Workbook	W002 INSTRUCTIONS PRIME TOTAL CPFF-A5.doc	IAW SIR
Attachment W003	Subcontractor SIR 2 Full-Open Total Cost Workbook	W003 SUB SIR2FO TOTAL-A5.xls	IAW SIR
Attachment W004	Instructions - Subcontractor SIR 2 Full-Open Total Cost Workbook	W004 INSTRUCTIONS SUB TOTAL CPFF-A5.doc	IAW SIR
Attachment W005	SE-2020 Prime Task Order Workbook	W005 PRIME TO-A6.xls	IAW SIR
Attachment W006	Instructions - SE-2020 Prime Task Order Workbook	W006 INSTRUCTIONS PRIME TO-A5.doc	IAW SIR
Attachment W007	SE-2020 Subcontractor Task Order Workbook	W007 SUB TO-A5.xls	IAW SIR
Attachment W008	Instructions - SE-2020 Subcontractor Task Order Workbook	W008 INSTRUCTIONS SUB TO-A5.doc	IAW SIR
<b>Total:</b>			IAW SIR

\*Due to differences in print drivers page counts may vary.